

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 60			
2. CONTRACT NO.		3. SOLICITATION NO. W917PM-07-R-0030		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 19 Dec 2006		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356				CODE W917PM		8. ADDRESS OFFER TO (If other than Item 7)		CODE			
TEL: FAX:				See Item 7		TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Instructions to Offerors</u> until <u>05:00 PM</u> local time <u>04 Jan 2007</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME DEBORA D SCOTT		B. TELEPHONE (Include area code) (NO COLLECT CALLS)		C. E-MAIL ADDRESS debora.d.scott@usace.army.mil 070-202-965					
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES						
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES		37 - 47		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 9	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS						
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		10 - 28		J	LIST OF ATTACHMENTS				
	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS						
X	E	INSPECTION AND ACCEPTANCE		29 - 29	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		48 - 51		
X	F	DELIVERIES OR PERFORMANCE		29 - 29							
	G	CONTRACT ADMINISTRATION DATA			X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		52 - 56		
X	H	SPECIAL CONTRACT REQUIREMENTS		30 - 36	X	M	EVALUATION FACTORS FOR AWARD		57 - 58		
OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>60</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES
0001

BASE YEAR:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA		12	Months		
	Administrative Assistant				
	Estimated Quantities = 5				

NET AMT \$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		12	Months		
	Cleaner/Custodian				
	Estimated Quantities = 12				

NET AMT \$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		12	Months		
	Cleaner/Custodian (Kandahar)				
	Estimated Quantities = 1				

NET AMT \$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		12	Months		
	Cook, Assistant				
	Estimated Quantities = 2				

NET AMT \$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		12	Months		
	Cook, Shift				
	Estimated Quantities = 6				

NET AMT \$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		12	Months		
	Dining Facility Assistant Manager				
	Estimated Quantities = 1				

NET AMT \$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	Engineering Department Assistant Estimated Quantities = 2	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	Facility Engineer Estimated Quantities = 2	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	General Facility Maintenance Mechanic Estimated Quantities = 6	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	Laborer Estimated Quantities = 2	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL	GIS Technician/Specialist Estimated Quantities = 2	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM	Groundskeeper Estimated Quantities = 2	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AN	Logistics and Supply Specialist Estimated Quantities = 2	12	Months		
				NET AMT	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AP	Public Affairs Intern Estimated Quantities = 2	12	Months		

NET AMT \$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AQ	Translator Estimated Quantities = 1	12	Months		

NET AMT \$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AR	Translator (On Call) Estimated Quantities = 1 (Bid price is cost per day)	12	Months		

NET AMT \$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AS	Travel Office Assistant Estimated Quantities = 2	12	Months		

NET AMT \$_____

TOTAL OF ALL LINE ITEMS IN BASE YEAR \$_____

ITEM NO	SUPPLIES/SERVICES
0002 OPTION	OPTION YEAR ONE (1):

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	Administrative Assistant Estimated Quantities = 5	12	Months		

NET AMT \$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB OPTION	Cleaner/Custodian Estimated Quantities = 12	12	Months		

NET AMT \$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC OPTION	Cleaner/Custodian (Kandahar) Estimated Quantities = 1	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD OPTION	Cook, Assistant Estimated Quantities = 2	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE OPTION	Cook, Shift Estimated Quantities = 6	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF OPTION	Dining Facility Assistant Manager Estimated Quantities = 1	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG OPTION	Engineering Department Assistant Estimated Quantities = 2	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH OPTION	Facility Engineer Estimated Quantities = 2	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ OPTION	Facility Maintenance Mechanic Estimated Quantities = 6	12	Months		
				NET AMT	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AK OPTION	Laborer Estimated Quantities = 2	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AL OPTION	GIS Technician/Specialist Estimated Quantities = 2	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AM OPTION	Groundskeeper Estimated Quantities = 2	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AN OPTION	Logistics and Supply Specialist Estimated Quantities = 2	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AP OPTION	Public Affairs Intern Estimated Quantities = 2	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AQ OPTION	Translator Estimated Quantities = 1	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AR OPTION	Translator (On Call) Estimated Quantities = 1	12	Months		
	(Bid price is cost per day)			NET AMT	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AS		12	Months		
OPTION	Travel Office Assistant				
	Estimated Quantities = 2				

NET AMT \$ _____

TOTAL OF ALL LINE ITEMS IN OPTION YEAR 1

\$ _____

ITEM NO SUPPLIES/SERVICES
0003
OPTION OPTION YEAR TWO (2):

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		12	Months		
OPTION	Administrative Assistant				
	Estimated Quantities = 5				

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		12	Months		
OPTION	Cleaner/Custodian				
	Estimated Quantities = 12				

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC		12	Months		
OPTION	Cleaner/Custodian (Kandahar)				
	Estimated Quantities = 1				

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD		12	Months		
OPTION	Cook, Assistant				
	Estimated Quantities = 2				

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE		12	Months		
OPTION	Cook, Shift				
	Estimated Quantities = 6				

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF OPTION	Dining Facility Assistant Manager Estimated Quantities = 1	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG OPTION	Engineering Department Assistant Estimated Quantities = 2	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH OPTION	Facility Engineer Estimated Quantities = 2	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AJ OPTION	Facility Maintenance Mechanic Estimated Quantities = 6	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AK OPTION	Laborer Estimated Quantities = 2	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AL OPTION	GIS Technician/Specialist Estimated Quantities = 2	12	Months		
				NET AMT	\$_____
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AM OPTION	Groundskeeper Estimated Quantities = 2	12	Months		
				NET AMT	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AN OPTION	Logistics and Supply Specialist Estimated Quantities = 2	12	Months		

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AP OPTION	Public Affairs Intern Estimated Quantities = 2	12	Months		

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AQ OPTION	Translator Estimated Quantities = 1	12	Months		

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AR OPTION	Translator (On Call) Estimated Quantities = 1 (Bid price is cost per day)	12	Months		

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AS OPTION	Travel Office Assistant Estimated Quantities = 2	12	Months		

NET AMT \$ _____

TOTAL OF ALL LINE ITEMS IN OPTION YEAR 2 \$ _____

GRAND TOTAL OF BASE LINE, OPTION 1 AND OPTION 2 \$ _____

DBA SUPPLEMENTAL INSURANCE

DO NOT add a separate line item for the DBA Supplemental Insurance. DBA Supplemental Insurance **Must** be allocated based on the **Labor Cost** for each line item. Your Proposal may be considered **Non-Responsive** if you fail to comply with the directions above.

Section C - Descriptions and Specifications

STATEMENT OF WORK

- a. The Contractor shall perform the work as set forth below.
- b. The manner and method of performing the services outlined in this Statement of Work are the responsibility and within the discretion of the Contractor to the extent that he shall maintain the required services in accordance with the Terms and Conditions stated herein.

1.0 General: This contract is for Personal Services to support the US Army Corps of Engineers (USACE), Afghanistan Engineer District (AED).

2.0 Personal Services:

2.1 The personnel provided to USACE under this Personal Services contract will be under the direct supervision and control of USACE personnel in the performance of their duties. The Contractor shall not be responsible for directions or consequences of directions given by USACE. Performance will be in accordance with USACE guidance and requirements and is provided elsewhere under this contract.

3.0 Qualifications:

3.1 Qualifications of personnel provided under this contract will conform to the Position Descriptions located in Exhibit A. Should the contractor offer employment for personnel with lesser qualifications, acceptance of such services, at a specified rate, will be based on written approval by the Contracting Officer.

4.0 Hiring of Personnel:

4.1 The Government may identify or refer personnel to the Contractor to hire under this personal services contract. All other personnel will be provided based on the conditions set forth in the terms and conditions of this contract. The Government reserves the right to interview any personnel offered by the contractor prior to hiring.

4.1.1 The Contractor will be responsible for offering the first right of refusal to the existing Afghan workforce currently employed by the incumbent contractor, within twenty days after the Notice to Proceed.

4.2 Physical Fitness of Personnel: The Contractor will hire personnel physically capable of performing assigned duties.

4.3 Termination of Personnel: The Contractor shall immediately terminate any personnel, provided under this contract, upon the direction of the Contracting Officer.

4.4 Compensation:

4.4.1 The Contractor shall pay personnel under this contract in conformance with the prices provided in the Bidding Schedule. Any deviations from this section must receive prior approval from the Contracting Officer.

4.5 Work Week: In general, personnel shall work a minimum of 48 hours per week from Saturday to Thursday with duty hours to be determined at each location. Work schedules that vary from this basic guidance will be detailed in the individual position descriptions. Any hours required above the 48 hour standard work week must be approved in advance by the designated Government official. The compensated overtime rate for any hours worked above 48 hours per week is 1.5 times the hourly rate. The hourly rate shall be calculated, by dividing the monthly rate by 192 hours (SAMPLE: \$600 divided by 192 hours = \$3.13 per day). If an employee is scheduled to work on a designated holiday, the rate of pay will be 2.0 times the hourly rate.

4.6 Holiday Leave: Afghan Holidays

- 4.6.1 (1) New Year
(2) Education Day
(3) Victory of Mujahiddin
(4) Birth of Prophet Muhammad (PBUH).
(5) Independence Day
(6) Masoud's Death Day
(7) First Day of Ramadan
(8) Eid-ul-Ramadan
(9) Eid-ul-Adha
(10) Ashora

4.6.2 All of the above holidays will be paid only if the employee is regularly scheduled to work on the holiday day. The employees will be paid the number of hours normally worked on the holiday day, up to a maximum of 8 (eight) hours per holiday. Holidays will be paid at the regular pay rate, not overtime rate.

4.7 Sick Leave: Personnel are entitled to five days of paid sick leave per year. Leave will be granted in increments of half days as well as full days.

4.8 Vacation Leave:

4.8.1 The Contractor shall record, and track the employee's leave and holidays. The contractor shall indicate leave earned and taken in quarterly reports.

4.8.2 Leave Without Pay may be granted only with the written approval of the designated Government Official.

4.8.3 Personnel are entitled to 5 (five) days of paid vacation leave per year. Vacation leave will be approved in advance by the designated Government representative at each location. Leave will be granted in increments of half days as well as full days.

4.9 Personnel shall be allowed up to 3 (three) - 10 minute breaks per day, maximum of 30 minutes per day, for prayer sessions.

4.10 Personnel are restricted from engaging in activities outside of their scope of work during their scheduled workday. Personnel will not engage in activities with AED personnel that involve financial transactions during their schedule duty hours. Personnel who fail to adhere to these guidelines may be subject to dismissal.

4.11 Personnel will maintain a professional manner at all times with all DFAC and AED personnel while they are performing their scheduled work duties. All personnel issues will be addressed by DFAC management prior to the issue moving up the chain of command for resolution.

4.12 Personnel will not remove any supplies or food from the DFAC unless it has been authorized by the DFAC Manager. Personnel found removing unauthorized items from the DFAC maybe subject to dismissal.

4.13 Other Benefits:

4.13.1 Emergency medical treatment during work/duty hours will be provided at the designated Forward Operating Bases (FOB) where the employees work.

4.13.2 Unused leave balances will not be paid.

4.14 Afghan Taxes:

4.14.1 The Contractor shall submit bi-weekly substantiating documentation verifying its compliance with any applicable tax laws of the Afghanistan Government.

4.14.2 The Contractor shall pay, on behalf of the personnel provided under this contract, any Afghanistan income taxes for salaries under this contract to the Afghanistan Government. The Contractor's payments to the Afghanistan Government are reimbursable subject to section 14.0 of this Scope of Work and any other applicable provisions of this contract.

4.14.3 Overhead and profit shall not be assessed on costs associated with the payment of taxes to the Government of Afghanistan.

5.0 Travel:

5.1 Personnel are responsible for day-to-day travel to and from their residence to their place of employment. Should travel be required for official business, personnel are required to complete a Reimbursable Expense Form, as provided by the Contractor, and submit for approval by the designated government representative upon completion of the travel. Allowable reimbursable expenses are indicated in paragraph 14.0 entitled "Reimbursable Expenses." Should personnel be required to make overnight stays at a location other than their home of residence, reimbursement for those expenses will be recorded on the expense form with appropriate supporting documentation.

5.2 The mileage rate for reimbursement will be \$0.23 per kilometer.

6.0 Language:

6.1 Personnel are required to have a working knowledge and ability of English Commensurate with their assigned duties. Reference the attached position descriptions for specific requirements.

7.0 Security and Facility Access:

7.1 The Contractor will be responsible for obtaining all permits, licenses, rights of entry and approvals from all local Governorate and National authorities as necessary for the performance of these personal services. Rights of entry include the ability to obtain the proper documentation to ensure that personnel provided via this contract can enter facilities controlled by Coalition Forces, the US State Department and the Afghan Government.

7.2 The Contractor shall be responsible for coordinating security vetting, where available including collecting the local national's biographical data on the appropriate forms required by the entity which performs the security vetting function and escorting the candidates to the vetting venue. The appropriate Government intelligence or other agency or its designee will be responsible for conducting the background investigations and screening to vet the employees.

7.3 USACE will provide sponsorship to facilitate badging at individual Forward Operating Bases when required by the installation regulations. Where installation regulations permit, the Government may authorize interim hiring of personnel contingent on the successful completion of security screening.

7.4 As part of the coordination responsibilities, the Contractor shall also be responsible for tracking and transmitting final proof of vetting provided by the Government investigatory agency, to the Contracting Officer for all new employees hired. New employees do not include personnel hired from the incumbent contractor upon commencement of this contract.

7.5 Security notification. Should an employee be arrested, for whatever reason or fail to pass any screening/vetting process, the Contractor shall immediately notify the Contracting Officer.

8.0 Prompt Payment of Salaries:

8.1 Responsibility. Payroll delivery is the responsibility of the contractor. The Contractor must develop safe and efficient means of delivering and distributing payroll at each location for all its employees.

8.2 Completion. For the purposes of this contract, payroll delivery is "complete" when payment has been signed for, either by or on behalf of, every employee. Only an employee's designee or an employee's supervisor may sign on behalf of that employee for payroll delivery.

9.0. Human Resource Information Management Systems:

9.1 The following reports should be provided to the Government, quarterly, for the specified period being invoiced:

9.1.1 Manning document(s) by District office indicating, among other things, the following items:

- (1) Position Filled
- (2) Name of Employee
- (3) Employee Identification Nomenclature
- (4) Date Hired
- (5) Date Commenced Work
- (6) Terminated Employees

9.2 The following reports should be provided to the Government on monthly basis indicating costs associated with that defined period and indicating the Contractor's compliance of this contract:

9.2.1 Total Cost Report by Area Office with specific detail to include, among other things, the following items:

- (1) Contract Line Item:
 - (1) Employee Identification
 - (2) Time interval covered
 - (3) Standard hours

- (4) Overtime hours
- (5) Holiday Hours
- (6) Leave Hours
- (7) Total Hours
- (8) Total Pay
- (9) Afghan Taxes
- (10) Total Billing
- (11) DBA Cost

9.3 Contractor Standard Operating Procedures should address each of the following individually:

- (1) Screening and Vetting Procedures,
- (2) Hiring Procedures, and
- (3) Pay Roll Distribution Procedures.

10.0. Place of Performance: USACE has operating locations throughout Afghanistan that may or may not require personal services. The contractor's management staff is to be located in Afghanistan. This office should monitor and track the following functions and their associated documentation: (1) time keeping, (2) weekly expense reporting.

11.0 Government Furnished Equipment:

11.1 At each location, the Government will be responsible for providing the equipment deemed necessary for the performance of each contracted employee's assigned duties (e.g. office/cleaning supplies, desk top computers, laptops and digital cameras and safety equipment) to the employees providing support to the Government under the Personal Services Contract.

11.2 The Government will NOT be responsible for providing office space and equipment (e.g. computers, desks, printers, office/cleaning supplies) to the contractor's management staff. The contractor will be responsible for maintaining their management office facility and equipment. The office will NOT be located on USACE property.

12.0 Life Support:

12.1 The Contractor will be responsible for providing its own life support under the contract.

13.0 Invoicing/Payment for Services:

13.1 Invoicing will be on a monthly basis.

13.2 Invoices for services will include, in addition to any appropriate supporting documenting, Timesheets and Reimbursable Expense Sheets signed by the designated Government official at each location as well as records that demonstrate that payment in the rate specified in the contract has been made to the employee.

13.3 Payment will be made in US currency and by Electronic Funds Transfer (EFT) or any other means available to the government.

14.0 Reimbursable Expenses:

14.1 Authorized expenses incurred by personnel provided under this contract shall include only:

14.1.1 Mileage – in accordance with paragraph 5.2 entitled “Travel”.

14.1.2 Phone Cards.

14.1.3 Internet charges – maximum of \$25 per week.

14.1.4 Lodging and meals if an overnight trip is required under 5.1

14.1.5 Other expenses incurred by the personnel supporting the Government under the Personal Services Contract as approved by the Contracting Officer.

14.2 Other authorized expenses shall include only:

14.2.1 The premiums the contractor pays for the insurance plan required by the Defense Base Act.

14.2.2 Invoicing shall include sufficient documentation to verify all costs, consistent with Section 15.0 of this contract.

15.0 Period of Performance:

15.1 This contract will have one Base period of twelve months with 2 (two) twelve month options.

16.0 Delivery of Services:

16.1 The Contractor is required to provide total services to support the contract within 20 days of the Notice to Proceed. Within 45 days, the Contractor will be fully mobilized to include processing new hires, prepared to deliver payroll, and completing all functions described in this Statement of Work. Any deviations from this schedule will require approval by the Contracting Officer.

16.2 Once fully mobilized, the Contractor will satisfy all staffing needs, within 7 (seven) days of the request, when an individual has been identified by the Government. The Contractor will provide potential candidates to fill positions within 14 days of the request.

17.0 Release of Information:

17.1 All rights in data and reports shall become the property of the US Government. All information gathered under this contract by the Contractor, and all reports and recommendations shall be treated as privileged information by the contractor and shall not, without the prior written consent of the Contracting Officer, be made available to any person, party or Government other than USACE, except as otherwise expressly provided in this contract and/or USACE operating procedures. The Contractor shall require each employee to sign a statement agreeing to the conditions specified herein.

EXHIBIT A

Position Descriptions:

Section 1, Administrative Assistant

Section 2, Cleaner/Custodian

Section 3, Cook, Assistant

Section 4, Cook, Shift

Section 5, Dining Facility Assistant Manager

Section 6, Engineering Department Assistant

Section 7, Facility Engineer

Section 8, General Facility Maintenance Mechanic

Section 9, Laborer

Section 10, GIS Technician/Specialist

Section 11, Groundskeeper

Section 12, Logistics and Supply Specialist

Section 13, Public Affairs Intern

Section 14, Translator

Section 15, Travel Office Assistant

Section 1**Position Title: Administrative Assistant****Working Hours:** Normal Duty Hours**Statement of Duties:**

1. Types a wide variety of narrative and tabular material, including memorandums, correspondence, reports, directives, administrative studies, technical papers, manuals, charts, and statistical tables.
2. Searches files and records for information and references.
3. Assembles materials for use in preparing reports, correspondence, and technical papers.
4. Composes correspondence, reports, memorandums from oral instructions or in accordance with standard office procedures.
5. Checks correspondence, bills, vouchers, and receipts for presence of signatures, proper nomenclature, accuracy of fiscal data, etc.
6. Classifies and codes material for filing.
7. Performs routine translation duties in connection with day-to-day office activities.
8. Answers telephone and receives visitors to the office. Provides information requested or refers callers and visitors to others.
9. Other duties as assigned

Required Qualifications:

1. Completion of elementary school is required
2. One year of typing and clerical experience is required.
3. Ability to type 40 words per minute.
4. Level 3 English ability (good working knowledge) is required.

1. Desired Qualifications:

2. Two years of secondary school is desirable.
3. Experience with a US Government Agency is desired.
4. Knowledge of general clerical practices and procedures.
5. Knowledge of statistical or tabular typing practices.

Section 2**Position Title: Cleaner/Custodian****Working Hours:** Normal business hours**Statement of Duties:**

1. Remove the trash from the building and haul to trash collecting point.
2. Clean the bathrooms/toilets/showers/walls/sinks.
3. Vacuum carpets.
4. Mop the floors.
5. Clean all the windows and screens.
6. Dust off and clean office desks and chairs.

7. Clean balconies.
8. Clean all hallways and stairs.
9. Other duties as assigned.

Required Qualifications:

1. Required to be literate.
2. A little Knowledge of the English language to understand verbal instructions is required.
3. Ability to work independently or as a member of a team, as needed and show initiative.

Section 3**Position Title: Cook, Assistant**

Working Hours: Shift work as determined by Dining Facility Manager

Statement of Duties:

1. Assists with dining area cleaning and kitchen cleaning.
2. Cleaning before and after each meal service.
3. Preparing desserts, salads and fruits.
4. Maintains stocks of condiments, drinks and ice cream freezer. To include marrying and cleaning table top condiments.
5. Unloads delivery vehicles and puts up provisions and stock.
6. Cleans and stocks sinks, bathrooms and hazardous spills.
7. Performs tasks assigned by other staff members.
8. Takes out all trash.
9. Assists in food and inventory rotation.
10. Other duties as assigned.

Required Qualifications:

1. Must pass a US government health screening (paid for by AED).
2. Have experience working in a restaurant.
3. Must be literate.
4. Knowledge of the English language to be able to speak and understand is required.
5. Ability to work under pressure.
6. Ability to work independently or as part of a team and show initiative.
7. Work long or irregular hours when required.

Section 4**Position Title: Cook, Shift****Working Hours:** Shift work as determined by Dining Facility Manager**Statement of Duties:**

1. Primary responsibility is to insure each menu item is prepared properly and on time for delivery to the hot line.
2. Dining facility cleaning.
3. Unloading delivery trucks.
4. Putting away and rotation of stock.
5. Implementing and substituting menu changes as required by stock levels.
6. Insuring sufficient food is prepared to meet the demands of clients.
7. Supervise assistant cooks.
8. Train assistants in meal preparation and time management.
9. Interacts with clients during meal service to ensure needs are met.
10. Maintains and operates kitchen equipment safely and with respect.
11. Other duties as assigned.

Required Qualifications:

1. Must pass a US government health screening (paid for by AED).
2. Have experience working in a restaurant.
3. Must be literate.
4. Knowledge of the English language to be able to speak and understand is required.
5. Ability to work under pressure.
6. Ability to work independently or as part of a team and show initiative.
7. Work long or irregular hours when required.

Section 5**Position Title: Dining Facility Assistant Manager****Working Hours:** Shift work as determined by Dining Facility Manager**Statement of Duties:**

1. Able to assume duties of Dining Facility Manager in his/her absence.
2. Oversee and direct all other DFAC employees.
3. Receive shipments from all vendors.
4. Conduct inventory control with rotation of inventory.
5. Inspect kitchen and dining area for proper cleanliness and preparations.
6. Be able to create and fine tune menus to reflect use of perishable products and or pull dates.
7. Responsible for quality control of all storage facilities and meal production.
8. Interpret from English to Dari both spoken and written.
9. Able to perform all duties inclusive of cooking, cleaning, serving, maintaining the hot service line, unloading delivery trucks.
10. Responsible to insure sufficient quantities of food are prepared for the demands and served on time.

11. Responsible for safety of all persons working in the DFAC including training on operation and daily maintenance of kitchen equipment.
12. Other duties as assigned.

Required Qualifications:

1. Must pass a US government health screening (paid for by AED).
2. Have at least one year experience working in a restaurant or food service industry.
3. Fluent in English and Dari to translate both spoken and written word.
4. Ability to work under pressure.
5. Ability to work independently or as part of a team and show initiative.
6. Work long or irregular hours when required.

Section 6

Position Title: Engineering Department Assistant

Working Hours: Normal business hours

Statement of Duties:

1. Receives and Logs Incoming Submittals
 - a. Greets Contractors.
 - b. Communicates with Project Managers, Resident Engineers, Construction Representatives in matters pertaining to progress of submittal processing
 - c. Forwards drawings and other technical submittals to the proper Engineering Dept personnel.
2. Managing, organizing and filing all engineering and technical documents.
3. Manages all archived files in the storage buildings.
4. Makes copies for Engineering staff.
5. English to Dari Translation, and vice versa for numerous documents including Power Point Presentations from English to Dari.
6. Give Presentation at the Contractor's Conference.
7. Manages Dr. Checks database
 - a. Opens & Closes Reviews
 - b. Contacts Project Managers about Review Completion
8. Contractor Liaison.
9. Maintains and orders Engineering Department office supplies.
10. Delivers Submittals to Project Managers and Resident Engineers.
11. Develops and Maintains Sunday Meeting Report.
12. Maintains and Updates Access Database.
13. Assists the Engineering Dept.
14. Other duties as assigned.

Required Qualifications:

1. Should have at least two years of experience working for a Non Governmental Organizations, International/National Businesses in Afghanistan or Developing Organizations.
2. At least a High School graduate.
3. Fluent in English and Dari languages sufficient to interpret verbal conversations and written documents.
4. Must have a working knowledge of the following computer programs; Windows, Word, Excel, PowerPoint.

Desired Qualifications:

1. University degree is preferred.
2. Ability to work under pressure.
3. Ability to work independently and show initiative.
4. Be able to travel to remote areas as required.

Section 7**Position Title: Facility Engineer**

Working Hours: Normal Duty Hours, with overtime as determined by Facility Manager

Statement of Duties:

Provides civil engineering and construction management support by performing tasks such as:

1. Serves as a General Project Engineer providing professional and technical leadership, guidance, and expertise in managing contractor executed construction projects on AED facilities in Kabul and all facility real property maintenance.
2. Participates in design reviews of and provides comments on contractor submitted civil engineering designs and plans for a construction projects on AED facilities in Kabul.
3. Provides quality assurance oversight, documentation of such oversight, and recommends corrective actions as required to ensure high quality performance on contractor executed engineering projects or project tasks.
4. Provides safety oversight, documentation of such oversight, and directs corrective actions as required, to ensure worker safety during the performance of contractor executed engineering projects or project tasks.
5. Assists the appointed Contracting Officer's Representative and/or Resident Engineer in interpreting and enforcing contractual provisions regarding contractor engineering requirements and deliverables including but not limited to those noted in Item #1 above.
6. Documents and provides reports regarding contractor progress toward accomplishing contractual scopes of work, including but not limited to, those noted in Item #1 above. Recommends authorization of progress payments based on observed contract progress to established quality standards and specifications.
7. Maintains professional files in a systematic, retrievable, and contractually enforceable manner.
8. Performs other duties as assigned.

Educational and Experience Requirements:

1. University degree related to the profession of civil and/or structural engineering.
2. Ten years experience in an engineering or engineering management field.

Required Skills:

1. Ability to speak and read English and Dari/Pashto/Urdo.
2. Ability to read and interpret civil engineering designs and plans.
3. Ability to read and follow maps.
4. Ability to use a variety of office equipment (i.e. computers, copiers, fax machines, digital cameras).
5. Ability to work as part of a multidisciplinary team.
6. Skilled in the use of Microsoft Word, Excel, and Outlook and AutoCAD 2005.
7. Available to work overtime and non-standard hours as determined by Facility Manager.

Desired Skills:

1. Familiarity with Power Point.
2. Knowledgeable about USACE QA/QC procedures.

Section 8**Position Title: General Facility Maintenance Mechanic**

Working Hours: Normal Duty Hours, with overtime as determined by Facility Manager

Statement of duties:

Independently perform various kinds of semi-skilled maintenance tasks as needed to maintain and improve Qalaa House.

1. Have the skills to independently function at the semi-skilled level as an electrician, plumber or carpenter.
2. Have the ability to work at the semi-skilled level in the other areas, electrical, plumbing and carpentry, and to rapidly achieve independent work status.

Statement of Duties:

1. Performs various kinds of unskilled and semi-skilled manual tasks:
2. Moves furniture and lifts, carries, and moves other light to heavy objects from place to place.
3. Shovels and removes snow on walkways and driveways.
4. May be detailed to work in other areas having a need for laborer assistance.
5. Uses hand and power tools, ladders.
6. Does minor electrical, plumbing, and carpentry repairs.
7. Have the skills to independently function, at the semi-skilled level, as an electrician, plumber, or carpenter.
8. Must understand the safety requirements for working around electrical and pressurized water systems.
9. Other duties as assigned.

Required Qualifications:

1. Completion of elementary school.
2. Some Technical school or one year skilled trades work experience.
3. Rudimentary English ability is required.
4. Must be capable to perform arduous physical work.
5. Ability to work independently or as a member of a team, as needed, and show initiative.
6. Safety around electrical and pressurized systems must be understood.

Section 09**Position Title: Laborer, General Facility Maintenance**

Working Hours: Normal duty hours, with overtime as determined by Facility Manager

Statement of Duties:

Performs various types of unskilled and semi-skilled manual labor tasks:

1. Moves furniture and lifts, carries, and moves other light to heavy objects from place to place.
2. Shovels snow and sweeps and washes walks and driveways.
3. Removes refuse and debris from grounds and working areas.
4. Assists skilled trade workers by carrying, holding, lifting, and moving tools and materials.
5. Moves cartons and boxes from one location to another.
6. May be detailed to work in other areas having a need for labor assistance.
7. Uses hand trucks, wheelbarrows, shovels, brooms, and simple hand tools.
8. Other duties as assigned.

Desired Qualifications:

1. Completion of elementary school.
2. Some laborer experience is desirable.
3. Rudimentary English ability is required.
4. Must be capable of performing arduous physical work.
5. Ability to work independently or as a member of a team, as needed, and show initiative.

Section 10**Position Title: GIS Technician/Specialist**

Working Hours: Normal business hours

Statement of Duties:

1. Responsible for support of nationwide geospatial database of reconstruction activities in Afghanistan and the Central Asia Republics.
2. Convert text and raw coordinates into GIS data files, checking accuracy, documenting collected data.
3. Coordination with diverse community of data producers, database managers and customers.
4. Prepare reports, conduct GIS training and prepare instructional material.
5. This position will receive direction from the AED GIS manager and function as part of the AED engineering staff.

6. Other duties related to GIS or database management may be assigned.
7. Responsible for map design and production.
8. Receive information from wide variety of sources such as MS Word, Excel, Access, and hard copy and input data in to the Common Operating Picture database.
9. Perform quality checks on coordinate data. Convert coordinates between various datums such as MGRS, Lat/Lon.
10. Conduct liaisons with GOA ministries and host nation organizations.
11. Develop databases in MS Excel and MS Access.
12. Create geodatabases and map products using ArcGIS suite of products.
13. Other duties as assigned.

Required Qualifications:

1. The GIS Technician/Specialist should have at least four years of general GIS experience.
2. Bachelors Degree or equivalent from university in technical, management, or professional field.
3. Knowledge of English and Dari/Pashto languages sufficient to interpret and translate verbal and written technical documents, (fluent, level 4).
4. Must be proficient in the following computer programs; Windows, Word, Excel, Access, AutoCAD, GIS Software
5. Minimum three years job experience using ArcGIS to develop geodatabases and map products.
6. Experience with operation of handheld Global Positioning Units (GPS's).

Desired Qualifications:

1. Ability to work under pressure.
2. Ability to work independently and show initiative.
3. Be able to travel to remote areas as required.

Section 11**Position Title: Groundskeeper**

Working Hours: Normal business hours

Statement of Duties:

1. Must also be able to do all of the duties included in the Laborer's position description.
2. Remove the trash from the buildings and haul to trash collection point.
3. Clean/Wash all pathways, roads and yards.
4. Care for all the trees and bushes.
5. Plant flowers; take care of other existing flowers and green areas on the compound.
6. Remove all trash from around the compound and haul to the trash collection point.
7. Water and maintain all vegetation in the compound.
8. Other duties as assigned.

Required Qualifications:

1. Required to be literate.
2. A little knowledge of English to understand verbal instructions as required.

3. Ability to work independently and show initiative.

Section 12

Position Title: Logistics and Supply Specialist

Working Hours: Normal business hours

Statement of Duties:

1. Solve problems by investigating and analyzing a variety of unique supply, equipment, and transportation problems throughout AED and Afghanistan.
2. Responsible for ordering, receiving, inventorying of supplies and equipment that are delivered to Qalaa Compound.
3. Process acquisitions and receipt of supplies and materials to include: laundry service, Class I, Class II, working with vendors to acquire needed supplies and equipment through the local economy using Blanket Purchase Agreements.
4. Has an understanding of the Army Corps of Engineers business processes: Contracting Management, Resource Mgmt, and Logistics.
5. Coordinate with vendors and government agencies to expedite the acquisition and ordering processes using the Afghan economy.
6. Facilitate customs clearance for AED contractor shipments from Pakistan, Dubai etc.,
7. Work well and communicate with others in their native language.
8. Provide translation services, oral and written, for AED Commander and senior management staff, as needed.
9. Works under the supervision of the Logistics Manager.
10. Other duties as assigned.

Required Qualifications:

1. Ability to speak and read English and Dari/Pashto.
2. Ability to use a variety of office equipment (i.e. computers, copies, fax machines, digital cameras).
3. Proficient with Microsoft Word.
4. Level 4 English ability is required.
5. Two years experience in administrative or logistics field.

Desired Qualifications:

1. Proficiency in Microsoft Excel and Access.
2. High school graduate with some college credit desired.

Section 13**Position Title: Public Affairs Intern****Working Hours:** As determined by AED Public Affairs Office**Statement of Duties:**

Under the supervision of the Public Affairs Officer, provides public affairs support to AED by:

1. Interfacing with representatives; arranges visits and interviews.
2. Writing articles and press releases.
3. Evaluating, coordinating and executing participating requirements in community events.
4. Developing and preparing all types of information materials of all kinds.
5. Other duties as assigned.

Required Qualifications:

1. Enrolled in a journalism program of study at a recognized university.
2. Recommended by the journalism faculty.
3. Ability to communicate effectively in English and Dari/Pashto both orally and in writing.
4. Working knowledge of Afghan private and public media sources.
5. Strong dedication to public service.

Desired Qualifications:

Proficiency in Microsoft Word.

Section 14**Position Title: Translator****Working Hours:** Normal Duty hours**Statement of Duties:**

1. Provides translation, general office, and administrative support.
2. Serves as English/Dari/Pashto translator for the office and serves as liaison for the office with other LN personnel.
3. Provide interpreting services for meetings between AED personnel and contractors.
4. Knowledge of the English and Dari languages sufficient to be able to interpret verbal and written documents.
5. Translate very technical documents from English to Dari/Pashto and vice versa.
6. Provide interpreting services as required in high-level meetings and in meetings with contractors, government officials, and VIP's.
7. Facilitate visas for AED employees in coordination with the travel office.
8. Facilitate customs clearances for AED shipments from Pakistan, Dubai etc., in coordination with Logistics.
9. Escorts AED employees who are departing Afghanistan via UNHAS to KAIA and through custom and passport control.
10. Types various forms, memorandum and reports using office automation equipment. (i.e. award citations, policy statements).
11. Establishes and maintains a variety of office files for time keeping performance appraisals, personal tracking, hand-receipt, reporting requirements etc.

12. Use copier machines, fax machines and other types of peripheral automated – equipment.
13. Answers telephones, greets and directs visitors to the appropriate staff member or office.
14. Performs other duties as assigned.

Required Skills:

1. Ability to speak and read English and Dari/Pashto fluently.
2. Ability to use a variety of office equipment (i.e. computers, copies, fax machines, digital cameras).
3. Proficient with Microsoft Word.
4. Level 4 English ability is required.

Desired Skills:

1. Familiar with Microsoft Excel and Power Point.

Section 15**Position Title: Travel Office Administrative Assistant**

Working Hours: Normal duty hours

Statement of Duties:

1. Daily filing of the following documents and various paperwork to include: UNHAS invoices and tickets, travel packages, timesheets, visa and passport applications.
2. Daily preparation of the following documents: travel packages (written by hand), UNHAS booking forms (written by hand), airport log (excel spreadsheet), travel status log (excel spreadsheet), DD Forms (typed for passports, visas, signature authority, orders), logs for visa/passports, issuing visa/passports to employees once available for pick up, maintaining chronological order of travel packages, by date of travel.
3. Take digital photos for visas/passports. This requires taking the photo, downloading it, and editing it for passport or visa required size and formatting, printing it and cutting it then attaching it to the application.
4. Coordinate with and call UNHAS to get ticket updates, facilitate last minute changes over the phone, and find out if flight schedules are on time or late.
5. Interface with Afghan Ministry of Foreign Affairs (MoFA) to get Afghan visas for official and tourist passports. This includes completing applications, delivering them to MoFA, picking up and receiving visas, and issuing visa to individuals once they are received back from the MoFA.
6. Miscellaneous duties include the following:
 - a. Scanning and photocopying of documents.
 - b. Tracking submission of timesheets – checking off and adding timekeeper number to submitted timesheets.
 - c. Requisitioning office supplies from Logistics.
7. Conduct all business with UNHAS in the absence the supervisor, including ticket bookings/cancellations and ticket retrieval.
8. Searches files and records for information and references.
9. Performs routine translation duties in connection with day-to-day office activities.

10. Answers telephone and receives visitors to the office. Provides information requested or refers callers and visitors to others.

Required Qualifications:

1. Completion of high school is required.
2. One year of typing and clerical experience is required.
3. Ability to type 40 words per minute.
4. Level 3 English ability (good working knowledge) is required.

Desired Qualifications:

1. Two years of secondary school is desirable.
2. Experience with a US Government Agency is desired.
3. Knowledge of general clerical practices and procedures.
4. Knowledge of statistical or tabular typing practices.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
----------	-------------------------------------	----------

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
-----------	-----------------	----------

Section H - Special Contract Requirements

52.000-4105 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) - CONSTRUCTION (NOV 2005)

- (a) This clause supplements FAR Clause 52.228-3
- (b) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and the USACE DBA insurance carrier unless the contractor has a DBA self-insurance program approved by the Department of Labor. The contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award. The current rate under the USACE contract is \$8.50 per \$100 of compensation for construction.
- (c) The contractor agrees to insert a clause substantially the same as the one in all subcontracts to which DBA is applicable. Subcontractors shall be required to insert a similar clause in any of their subcontracts subject to the DBA.
- (d) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly.

52.000-4106 DEFENSE BASE ACT INSURANCE RATES – LIMITATION FIXED-PRICE (NOV 2005)

- (e) The U.S. Army Corps of Engineers (USACE) has entered into a contract with an insurance carrier to provide all Defense Base Act (DBA) insurance to USACE contractors at a contracted rate under the OSD/USACE Centrally-Managed Pilot DBA Insurance Program. The rates for this insurance are as follows:

Services @ \$5.00 per \$100 of compensation; or

Construction @ \$8.50 per \$100 of compensation.

- (f) Bidders/Offerors should compute the total compensation (direct salary plus differential, but excluding per diem, housing allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance and the cost of DBA totals in the spaces provided for the base period and whatever extension there may be thereafter, if applicable

(1) Compensation of Covered Employees: _____

(2) Defense Base Act Insurance Costs: _____

(3) Total Cost: _____

Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract

CNA Insurance – Contractor – Insurance Carrier

- Roger Ellickson (312) 822-4395 Roger.ellickson@cna.com

The Continental Insurance Co.
Roger Ellickson
DBA CNA Insurance
333 S. Wabash Avenue
Chicago, IL 60685-1809

- **Rutherford International – Insurance Broker**

- James Walczak (703) 813-6544 jim.walczak@rutherford.com

Rutherford International
James Walczak
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

**** PLEASE NOTE –THE INSURANCE COMPANIES LISTED ABOVE ARE THE ONLY AUTHORIZED CARRIERS FOR YOU TO USE****

(End of clause)

SAFETY / ECONOMIC REPORTS**Section I****SAFETY EXPOSURE REPORT***(USACE Supplement 1 to AR 385-40)***DATE****INSTRUCTIONS**

This report is due to the Contracting Officers' Representative (COR) no later than the 25th of each month. Contractor progress payments will not be processed until this report has been submitted.

Be sure to include the complete Contract Number including task order number.

FROM AED:

- ☐ RESIDENT ENGINEER
☐ PROJECT ENGINEER
☐ PROJECT MANAGER

SIGNATURE

TO AED:

SAFETY & OCCUPATIONAL HEALTH OFFICE

PRIME CONTRACTOR NAME**SUB-CONTRACTORS NAME****CONTRACT NUMBER AND SHORT TITLE:****SITE LOCATION (nearest city and province or latitude and longitude)****MANHOURS THIS MONTH****MONTH****TOTAL MANHOURS YEAR TO DATE****Prepared by (TYPE NAME and TITLE)****SIGNATURE**

CERTIFIED CONTRACTOR PROJECT MANAGER	SIGNATURE
Section II	
INJURY AND ILLNESS LOG <i>(USACE Supplement 1 to AR 385-40)</i>	DATE:
CONTRACT NUMBER AND SHORT TITLE:	

This report is due to the Contracting Officers' Representative (COR) no later than the 25th of each month. Contractor progress payments will not be processed until this report has been submitted.

Attach an additional sheet if more space is needed.

List all recordable injury cases during the month where medical treatment was administered.

Name		Type Injury	Date of Injury	Date ENG Form 3394 Submitted to COR
1				
2				
3				
4				
5				

1st Aid cases during the month. List all non-recordable injuries where first aid was administered.

Name		Type Injury	Date of Injury	Return to Duty	Remarks
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Section III

ECONOMIC ANALYSIS REPORT

DATE:

CONTRACT NUMBER AND SHORT TITLE:

SITE LOCATION (nearest city and province or latitude and longitude)

Employment	Average Number of Employees per Day		Average Salary per Day	
	Afghan Employees	International Employees	Afghan Employees	International Employees
Unskilled Labor				
Semi Skilled Labor				
Skilled Labor				
Technical				
Supervisory				
Management				
Total				

Expenditures (include Prime and Subcontractors)

	Local Expenditures (US\$) per Month	International Expenditures (US\$) per Month
Sub Contracts		
Life Support		
Building Materials		
Equipment		
Security		
Total		

Economic Surveillance Contract Language

Contractor shall report average pay rates and employment levels, for both domestic and international employees monthly. The information will be reported by labor category (as specified by USACE) and be specific to each active work site. In addition the contractor shall report monthly non-labor contract spending for domestic and international contract expenses. This information will be reported by category (as specified by USACE) and will be specific to each active work site.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.243-1	Changes--Fixed Price	AUG 1987
52.246-20	Warranty Of Services	MAY 2001
52.247-17	Charges	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	SEP 2005
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days**.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30** days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **6 months**.

(End of clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by **U.S. Army Corps of Engineers, House #1 Street #1, West Wazir Akbar Khan (Behind Amani High School), Kabul, Afghanistan, Attn: Debora D. Scott** "no later than 15 days prior to submission of the first request for payment". If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal

Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

- (2) If equipment costs have been allocated to a contract using predetermined rates , those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.222-7006 COMBATING TRAFFICKING IN PERSONS (OCT 2006)

(a) Definitions. As used in this clause--

Coercion means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Construction means construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. For purposes of this definition, the terms "buildings, structures, or other real property" include, but are not limited to, improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as

reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of a contractor directly engaged in the performance of work under a Government contract, including all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means a contractor that has no more than one employee including the contractor.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process (22 U.S.C. 7102(5)).

Service contract means a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

Service (other than commercial) means a service that does not meet the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Severe forms of trafficking in persons means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. It is the policy of the Department of Defense (DoD) that trafficking in persons will not be facilitated in any way by the activities of DoD contractors or contractor personnel. DoD will not tolerate severe forms of trafficking in persons or use of forced labor by DoD contractors, DoD subcontractors, or DoD contractor or subcontractor personnel during the period of contract performance. Furthermore, DoD will not tolerate the procurement of commercial sex acts by DoD contractors, DoD subcontractors, or DoD contractor or subcontractor personnel, during the period of performance of service or construction contracts. As delineated in National Security Presidential Directive 22, the United States has adopted a zero tolerance policy regarding contractor personnel who engage in or support trafficking in persons.

(c) Contractor compliance.

(1) During the performance of this contract, the Contractor shall comply with the policy of DoD and shall not engage in or support severe forms of trafficking in persons or use forced labor. The Contractor is responsible for knowing and adhering to United States Government zero-tolerance policy and all host nation laws and regulations relating to trafficking in persons and the use of forced labor.

(2) Additionally, if this contract is a service or construction contract, the Contractor shall not engage in or support the procurement of commercial sex acts during the performance of this contract and is responsible for knowing and adhering to United States Government policy and all host nation laws and regulations relating thereto.

(d) Contractor responsibilities for employee conduct--service or construction contracts. If this contract is a service or construction contract, the Contractor, if other than an individual, shall establish policies and procedures for ensuring that during the performance of this contract, its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor. At a minimum, the Contractor shall--

(1) Publish a statement notifying its employees of the United States Government policy described in paragraph (b) of this clause and specifying the actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, termination of employment, or removal from the host country;

(2) Establish an awareness program to inform employees regarding--

(i) The Contractor's policy of ensuring that employees do not engage in severe forms of trafficking in persons, procure commercial sex acts, or use forced labor;

(ii) The actions that will be taken against employees for violation of such policy; and

(iii) Laws, regulations, and directives that apply to conduct when performance of the contract is outside the United States, including--

(A) All host country Government laws and regulations relating to severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor;

(B) All United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor that may apply to its employees' conduct in the host nation, including those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261-3267) and 18 U.S.C. 3271, Trafficking in persons offenses committed by persons employed by or accompanying the Federal Government outside the United States; and

(C) Directives on trafficking in persons from the Combatant Commander, or the Combatant Commander's designated representative, that apply to contractor employees, such as general orders and military listings of "off-limits" local establishments; and

(3) Provide all employees directly engaged in performance of the contract with--

(i) Any necessary legal guidance and interpretations regarding combating trafficking in persons policies, laws, regulations, and directives applicable to performance in the host country; and

(ii) A copy of the statement required by paragraph (d)(1) of this clause. If this contract is for services (other than commercial), the Contractor shall obtain written agreement from the employee that the employee shall abide by the terms of the statement.

(e) Employee violations--notification and action. The Contractor shall--

(1) Inform the Contracting Officer immediately of any information it receives from any source (including host country law enforcement) that alleges a contractor or subcontractor employee has engaged in conduct that violates the policy in paragraph (b) of this clause. Notification to the Contracting Officer does not alleviate the Contractor's responsibility to comply with applicable host nation laws;

(2) In accordance with its own operating procedures and applicable policies, laws, regulations, and directives, take appropriate action, up to and including removal from the host nation or dismissal, against any of its employees who violate the policy in paragraph (b) of this clause; and

(3) Inform the Contracting Officer of any actions taken against employees pursuant to this clause.

(f) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (e), or (g) of this clause may render the Contractor subject to--

- (1) Required removal of a Contractor employee or employees from the performance of the contract;
- (2) Required subcontractor termination;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default, in accordance with the Termination clause of this contract; or
- (6) Suspension or debarment.

(g) Subcontracts.

(1)(i) The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts performed outside the United States; and

(ii) If this contract is for services (other than commercial), the Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts performed in the United States for the acquisition of services (other than commercial).

(2) If this contract is a service or construction contract, the Contractor shall conduct periodic reviews of its service and construction subcontractors to verify compliance with their obligations pursuant to paragraph (d) of this clause.

(3) The Contractor shall--

(i) Immediately inform the Contracting Officer of any information it receives from any source (including host country law enforcement) that alleges a subcontractor has engaged in conduct that violates the policy in paragraph (b) of this clause. Notification to the Contracting Officer does not alleviate the Contractor's responsibility to comply with applicable host nation laws;

(ii) Take appropriate action, including termination of the subcontract, when the Contractor obtains sufficient evidence to determine that the subcontractor is in non-compliance with its contractual obligations pursuant to this clause; and

(iii) Inform the Contracting Officer of any actions taken against subcontractors pursuant to this clause.

(End of Clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from **Combined Forces Command Afghanistan (CFC-A) Base Operations Center (BOC), Camp Eggers, Kabul, Afghanistan.**

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

“Reference the exchange of diplomatic notes between the USA and Afghanistan dated September 26, 2002, December 12, 2002 abd May 28, 2003; and/or successor notes or agreements as applicable.”

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors**CLAUSES INCORPORATED BY REFERENCE**

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country OCT 2006

CLAUSES INCORPORATED BY FULL TEXT**52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition **561210**

(2) The small business size standard is **31M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
52.247-6	Financial Statement	APR 1984
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

CLAUSES INCORPORATED BY FULL TEXT

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

INSTRUCTIONS TO OFFERORS

Personal Services Contract, Kabul, Afghanistan

NOTICE: Return Section B, "Bidding Schedule", and Section K, "Representations and Certifications", with your proposal. Your proposal must contain all the specifications and requirements listed in Section 00110 and 00120. All amendments, if any, must be acknowledged and returned with the proposals. If you do not return these sections you may be considered **Non-Responsive**.

Request for information must be directed to the person listed in Item 9 of the 1442. Inquiries and request that are directed to any other person may not be relayed to the proper person and therefore, may not be answered. Please email all questions to Debora.D.Scott@tac01.usace.army.mil.

All proposals must be delivered to: **U.S. Army Corps of Engineers, House #1 Street #1, West Wazir Akbar Khan (Behind Amani High School), Kabul, Afghanistan, Attn: Debora D. Scott, prior to 5:00pm, Kabul Time, 04 January 2007, for receipt of proposals.** Due to heightened security conditions, access to the building is controlled by security. Your packages will be opened and checked at the gate by the security guards. **Electronic proposals will not be accepted.**

CONTRACTOR STATUS and NOTIFICATIONS

- (c) This contract does not constitute an authorization, within the meaning of DFARS 225.7402 and DODI 3020.41, to accompany the Armed Forces.
- (d) In accordance with DODI 5525.11, the contractor is directed to provide all of its personnel working under this contract, and to require all of its subcontractors to provide their personnel, with written notification that - with the exception of nationals of Afghanistan and those ordinarily resident in Afghanistan - contractor and subcontractor personnel, and the dependents of contractor and subcontractor personnel who are residing with such personnel, may be subject to US criminal jurisdiction as provided for in the Military Extraterritorial Jurisdiction Act, 18 USC 3261-3267; see Section 3267(1)(A)(iii)(I) and (2)(A)(iii). **A copy of the notice shall be furnished to the contracting officer upon award of the contract, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel.**
- (e) The contractor shall provide all personnel working under this contract, and shall require subcontractors to provide their personnel, with a written notification advising such personnel to be aware of US State Department Travel Warnings with respect to Afghanistan, available at <http://travel.state.gov>, in the event they wish to consider bringing their dependants into Afghanistan. **A copy of the notice shall be furnished to the contracting officer upon award of the contract, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel.** At no time, subject to the written approval of the contracting officer, may the contractor allow such dependants, or any other unauthorized individuals, to be present on the project site grounds, whether in transit or otherwise.

SPECIAL CLAUSE REFERENCES

52.204-3, 52.232-38, 52.204-6, 252.204-7001, 52.232-34

“Only applicable to contractors that are not to be registered in the CCR database.”

52.232-33, 252.204-7004

“Only applicable to contractors that are to be registered in the CCR database.”

252.229-7000, 252.229-7001

“Only applicable if contractor is a foreign concern.”

MANDATORY DUNS NUMBER REGISTRATION

Effective immediately, all awardees will be required to have registered for and received a DUNS number from DUNS and BRADSTREET. Your company can receive your official DUNS number by accessing the following website:

<http://www.dnb.com/upik/uk/intldunsform.asp?link=request>

Also, we strongly encourage all awardees to be registered with the Central Contractor Registration (CCR). This is the official Government Contractor database used by all Federal Contracting Personnel. You can register your company at the following website:

<http://www.ccr.gov/>

(End of section)

SECTION 00110

PROPOSAL PREPARATION

PART 1 – GENERAL

A. PROPOSAL PREPARATION. Instructions for the preparation and organization of each proposal are included herein. The proposal submittal shall include 1(one) original and 1 (one) copy of the Volume I and 1 (one) original and 1 (one) copy of the Volume II proposal. Volume I and Volume II shall be clearly marked and sealed. The proposal shall be submitted as required herein and elsewhere in the solicitation. Volume I shall be typed, with numbered pages and sections tabbed. A cover sheet shall identify the offeror and the project and the second sheet shall be a table of contents. The Volume I proposal is limited to no more than 50 single-sided or 25 double-sided pages, printed on 8-1/2" x 11" sheets, not including the cover sheet, designs/sketches, table of contents and letters of recommendation / evaluations / related certificates. Do not use condensed print. Do not submit any extraneous materials with your proposal.

Note: Templates. Model templates are provided in Appendix B as a possible format available to assist offerors in the preparation of their proposals. Use of the template format is not required. Sections 110 and 120 of this RFP govern and the templates do not supplant or substitute the requirements stated in these sections.

B. PROPOSAL EVALUATION & AWARD:

B.1 Proposals will be evaluated based on their technical merit of acceptability and lowest price for the work described herein. Award will be made to the offeror whose proposal is technically acceptable and is the lowest priced benefit to the Government. The technical factors of Factor 1-Experience and Past Performance; Factor 2-Personnel Resources will be evaluated, as described below, for an acceptable or unacceptable technical rating. To be considered technically acceptable an offeror must be acceptable for all factors.

B.2 VOLUME I – MANAGEMENT-TECHNICAL PROPOSAL PREPARATION. The Management/Technical proposal shall include the information as described below and shall be presented in the sequence listed.

Factor 1- Experience and Past Performance: Provide the following information:

- Customer Point of Contact (name, telephone, email) for performance information
- List the problems encountered and the corrective actions taken
- Time duration beyond the original performance period and why
- Cost in dollars beyond the original contract amount and why
- Safety record and accident report

The offeror may also provide letters of recommendation, references, performance evaluations or other evidence of successful performance of the project. Demonstrate the experience of the team, including sub-contractors, on projects similar to that described in this RFP. List a minimum of 3 (three) projects of similar dollar value and type of work completed in the last 3 (three) years that best demonstrates your experience. The list of projects shall include the following information:

- Project name and location.
- Nature of firm's responsibility (prime or subcontractor).
- Project owner's name, address, telephone, email (to be contacted by the Government).
- Project completion date and duration (estimated if in progress)
- Brief explanation that illustrates the capabilities of the contractor or joint-venture and

relevant job experiences.

Factor 2 – Personnel Resources Plan: Provide professional resume data on the following individuals who will be key personnel on the project team. Key personnel identified in this section should be senior working-level people who will be involved on a day-to-day basis, as opposed to departmental level supervisors or executives. By identifying these personnel, the offeror makes a commitment that, barring unforeseen circumstances; they are the personnel who shall be assigned to the project. All key personnel shall have a minimum of **five** years of professional experience.

- Project Manager
- Facility Engineer
- General Facility Maintenance Mechanic
- GIS Technician/Specialist
- Logistics/Supply Specialist

Information to be provided for key personnel should be limited to no more than one page per person and shall include:

- Name and title
- Project assignment
- Name of firm with which associated
- Years experience with this firm and with other firms
- Education degree(s), year, specialization
- Active registration, year first registered
- Other experience and qualifications relevant to the proposed project
- Provide the proposed use of Afghan contractors and labor in numbers or percentages.

B.3 VOLUME II - COST/PRICE PROPOSAL PREPARATION

Proposal Schedule. Offerors shall provide a signed cover letter and complete the Proposal Schedule by filling out the pricing data blanks. An executable Proposal Schedule is included in Section 00010 herein. Overhead and profit and all other costs associated with the execution of this project shall be applied proportionally to each category and shall not be required to be shown separately. All costs and prices shall be firm-fixed.

Cost/Price Supporting Information. In addition to the completed pricing schedule, the contractor shall provide supporting information in the way of cost breakdowns and assumptions made in determining the proposed prices for this project.

B.4 CLARIFICATIONS AND PROPOSAL REVISION:

Clarifications Prior to Proposal Due Date: In the event that clarifications are required prior to submitting the proposal, contact the individuals listed on the solicitation. Any changes made to the solicitation will be made via an amendment which will be disseminated amongst all the interested offerors.

Initial Offer: The Government intends to award a contract on the basis of the initial offers received without further discussions or negotiations. Offers should contain the offeror's best terms from a cost and management standpoint.

- End of Section -

Section M - Evaluation Factors for Award

SECTION 00120

PROPOSAL EVALUATION AND CONTRACT AWARD

PART 1 – GENERAL

A. BASIS FOR AWARD: Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. Tradeoffs are not permitted. Proposals are evaluated for acceptability but not ranked using non-cost/price factors.

B. EVALUATION OF FACTORS: Evaluation will be performed on each proposal. The Evaluation Factors for Award are outlined below: The proposal that provides the lowest price that is considered to be fair and reasonable will be evaluated to determine if it is technically acceptable. To be considered technically acceptable, no technical factor in the proposal may be determined to be unacceptable.

B.1 FACTORS: The Technical Factors are comprised of:

Past Performance; Experience and Past Performance, and Personnel Resources. The failure of a proposal to meet any of the factors will result in a technically unacceptable rating and preclude award to the offeror submitting the proposal.

C. PROPOSAL EVALUATION.

VOLUME 1 – MANAGEMENT-TECHNICAL PROPOSAL.

Factor 1 – Experience and Past Performance. This factor may be evaluated by contacting references for **customer satisfaction** and review of **quality performance** evaluations or other information provided by the offeror or obtained by the Government. The evaluators will consider the **relevance** of the past performance information and the success achieved on past projects to determine the rating. In the event that an offeror does not have a record of past performance evaluations, a written explanation of the reasons why no record is available is requested. In the case of an offeror without a record of relevant past performance evaluations or for whom information on past performance is not available, a neutral rating will be assigned.

The information provided will be used to evaluate the relevancy of each offeror's experience. Qualifying project(s) shall have been awarded within the past three years. Relevancy for an incomplete project will depend upon the status of the physical completion of the project. Those closer to physical completion will be considered more relevant. Offerors are responsible for providing project descriptions in sufficient detail to permit evaluation of project relevancy. An English speaking representative and phone number must be included with every project listed.

Factor 2 – Personnel Resources Plan.

The Government will evaluate the qualifications and experience of contractor's personnel for this project. Contractor personnel with experience that is associated with **similar and relevant** projects will have a better chance to receive an acceptable rating than those with dissimilar or non-relevant project experience.

C.1 Each offeror's proposal shall receive a technical evaluation of the offeror's Experience and Past Performance and Personnel Resources. Each factor (evaluation criteria) will receive a rating of either acceptable or unacceptable.

D. VOLUME II - COST/PRICE PROPOSAL PREPARATION. Price or cost to the Government will be evaluated and considered, but will not receive an actual rating or be combined with other aspects of the proposal evaluation. The proposed price will be analyzed for fairness and reasonableness. It may also be evaluated to determine whether it is realistic for the work to be performed; reflects the Contractor's clear understanding of the requirements; and is consistent with the offeror's technical proposal. Additionally, all offers with separately priced line items will be reviewed for unbalanced pricing.

E. METHOD OF PROPOSAL EVALUATION

E.1 Proposals will be reviewed to determine if they contain the required minimum procurement and technical data. Incomplete proposals may be eliminated. All forms shall be filled in and all requested data must be provided.

E.2 The Government may reject any or all proposals and waive minor irregularities in proposals.

E. 3 SELECTION and AWARD. Award will be made to the offeror that, in the judgment of the Contracting Officer, is technically acceptable and provides the lowest price that is considered to be fair and reasonable.

-- End of Section --

CLAUSES INCORPORATED BY FULL TEXT

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

APPENDIX A**TEMPLATE FORMAT GUIDANCE ONLY****FACTOR 1****EXPERIENCE AND PAST PERFORMANCE**

1. Project Name & Location:
 2. Customer Point of Contact: (Note: the Government may contact this customer to verify the information provided on this form)
Name:
Address:
Phone number:
Email Address:
 3. Problems encountered and corrective actions taken:
 4. List Change Orders and their circumstances:
 5. Project scheduled Completion date Actual Completion date:
IF the above dates are different, explain reason for the change:
 6. Initial Project Budget (US Dollars)
Final Actual Project cost (US Dollars)
IF the above dates are different, explain reason for the change:
 7. Safety record and accident reports:
 8. References: Submit the following, Customer Satisfaction letters, Letters of Appreciation, Performance Evaluations, Certification of Achievements, Letters of Recommendations.
- (Note: A neutral rating with unknown risk will be assigned IF no past performance is submitted)

FACTOR 2**PESONNEL & RESOURCES PLAN**

: PERSONNEL for the following:

- Project Manager for design and for construction
- Quality Control Manager
- Project Architect

- Senior Structural Engineer
- Senior Civil Engineer
- Senior Mechanical Engineer
- Senior Electrical Engineer
- Safety Officer
- Construction Superintendent or Manager
- Construction Foreman (if different from above)
- Safety Manager

All key personnel shall have a minimum of **five** years of professional experience. The following information is required for each of the key personnel below: Information to be provided for key personnel should be limited to no more than **one page** per person.

- a. Name:
- b. Project Title:
- c. Project Responsibilities:
- d. Years of Experience: with this Company:with other firms:
- e. Education: Degree(s) Year:Specialization:
- f. Active Registration:First year Registered:
- g. Other relevant experiences & qualifications: